to compensation become vested, so that, under survival statutes, it will pass to the personal representative of the deceased. If the compensation is for wage-loss resulting from the injury, evidently the loss ceases and the payments stop when the workman dies from other causes. The common statement is that the compensation is for wage-loss, not for suffering. See P. Tecumseh Sherman, "The Consequences of Accidents under Workmen's Compensation Laws," 64 U. PA. L. REV. 417. In favor of this are the usual provisions for an amount of compensation related to the loss of wages; opposed to it are the provisions whereby permanent injury is compensated by payments for a fixed period that may be shorter than the life of the employee. In the principal case the decision was more easily reached because of a provision that if the payments were commuted to a lump sum regard should be had for "life contingencies." CONSOL. LAWS N. Y., SUPP. 1914, 1004. An analogous result has been reached under the Massachusetts statute in a case where on the death of a workman from an accident, compensation by installments for three hundred weeks was decreed to his dependent mother, and the mother died before the end of the three hundred weeks. *Murphy's Case*, 224 Mass. 592, 133 N. E. 283. *Contra, State ex rel. Munding* v. *Industrial Commission*, 92 Ohio St. 434, 111 N. E. 299. *Cf. United Collieries, Ltd.* v. *Simpson*, [1909] A. C. 383.

MORTGAGES — ASSIGNMENT — INFORMAL ASSIGNMENT OF POWER OF SALE. — Plaintiff executed a deed of land as security for a promissory note under sections 3306 and 3310 of the Code of Georgia. These sections provide for an absolute title in the grantee in such cases with an equity of redemption in the grantor. The deed contained a power of sale. The note was transferred without recourse to defendant, and the deed was delivered to him with a written transfer on the back. The plaintiff seeks an injunction to restrain the defendant from executing the power of sale. *Decreed*, that the injunction be granted. *McCook* v. *Kennedy*, 90 S. E. 713 (Ga.).

The court argues that the defendant, not having the legal title, cannot execute the power of sale. But the defendant has the equitable title, and all the benefits appurtenant to the land are his in equity. *Cutler* v. *Haven*, 8 Pick. (Mass.) 490; *Olds* v. *Cummings*, 31 Ill. 188. It would seem then that equity would create some method of giving him these benefits. The problem of the assignment of *choses* in action was solved by giving the assignee an equitable right and a fictitious power of agency. Equity has already given the assignee of a mortgage as security an equitable title, and it might also give him a fictitious power of agency to execute the power of sale. Such an agency could be created without a deed. *Lyon* v. *Pollock*, 99 U. S. 668. Upon exercising the power for his own benefit he would put his equitable title in the purchaser, and bind the mortgagee, his principal, to make a conveyance of the legal title. The courts, however, have been hostile to these powers of sale. Thus a power of sale unless made out to the mortgagee and his "assigns" may not even be executed by a legal assignee of the mortgage. *Flower* v. *Elwood*, 66 Ill. 438. But even when the word "assigns" is included the policy of the law is to be so jealous of a right of redemption that "assigns" is construed as meaning legal assigns only. *Dameron* v. *Eskridge*, 104 N. C. 621, 10 S. E. 700; *Bradford* v. *King*, 18 R. I. 743, 31 Atl. 166.

MORTGAGES — RIGHTS OF MORTGAGEE — DEED OF TRUST PURPORTING TO SECURE JOINT RIGHTS AS SECURITY FOR CLAIMS HELD SEVERALLY. — The owner of property executed a deed of trust to secure promissory notes made by him to joint payees, in consideration of a parol contract. The transaction was intended to secure certain claims which were to arise in the payees severally. The payees did not negotiate the notes, deeming them, with the deed of trust, sufficient for their protection in the execution of the contract. They now seek indemnity under the deed of trust for their several claims. *Held*, that these

claims were within the security afforded. *Simms* v. *Ramsey*, 90 S. E. 842 (W. Va.).

A mortgage may be made to joint mortgagees to secure claims to which they are severally entitled. *Adams* v. *Niemann*, 46 Mich. 135, 8 N. W. 719; *Sumner* v. *Dalton*, 58 N. H. 295. It is frequently held, however, that they take, not as joint tenants, but as tenants in common, each getting an interest in proportion to his claim. *Brown* v. *Bates*, 55 Me. 520; *Farwell* v. *Warren*, 76 Wis. 527, 45 N. W. 217. See JONES, MORTGAGES, § 135. Such a mortgage affords adequate protection, since it may only be discharged in conformity to the rights secured. *Waterman* v. *Webster*, 108 N. Y. 157, 15 N. E. 380. The principal case raises a further complication in the existence of two distinct sets of rights. The trust deed purports to secure joint notes, while the ultimate claims sought to be protected are several. Now anything which extinguishes the obligation actually secured would also discharge the mortgage or trust deed, and here consequently the security for the several claims. *Atwater* v. *Underhill*, 22 N. J. Eq. 599. Thus either joint payee can give an effective release of the joint claim, upon payment to him alone. *Wright* v. *Ware*, 58 Ga. 150. Or if one died, the survivor would have a clear title to the joint claim, and so to the security. *Blake* v. *Sanborn*, 8 Gray (Mass.) 154. Such a situation is guarded against by considering a fiduciary relationship to have been established between the two sets of claims, the joint set substantially being security for the several. Thus the obligees in their joint capacity could be said to hold the joint claims in trust for themselves as several obligees. But see *Bates* v. *Coe*, 10 Conn. 280, 293.

PARTIES — AGENCY — PRINCIPAL'S LIABILITY TO THIRD PERSONS IN TORT — JOINDER OF PRINCIPAL AND WILFUL AGENT. — The plaintiff sued a railroad and its engineer jointly, for personal injuries. The engineer was charged with wanton or wilful misconduct. The defendants demurred. *Held*, that the servant being liable in trespass, and the railroad in case, there was fatal misjoinder of parties. *Louisville & Nashville Railroad Co.* v. *Abernethy*, 73 So. 103 (Ala.).

Case has generally been held the proper form of action against a master for his servants' wanton acts, even though the servants' liability lay in trespass. *Mossemar* v. *Callendar, etc. Co.*, 24 R. I. 168, 52 Atl. 806. *Contra*, *Brokaw* v. *New Jersey R., etc. Co.*, 32 N. J. L. 328. *Cf. Hewitt* v. *Swift*, 3 Allen (Mass.) 425. Courts were formerly inclined to consider that the master's liability for the acts of his servant was original, not imputed. Therefore, they argued, case properly lay, for an original liability seemed indirect. *Cf. Sharrod* v. *London, etc. Ry. Co.*, 4 Exch. 580, 585; *Southern Bell Telephone, etc. Co.* v. *Francis*, 109 Ala. 224, 234, 19 So. 1, 4. The present tendency is to consider the liability imputed. It must therefore be of the same sort as the servant's, as if the master had acted himself. See *Schumpert* v. *Southern Ry. Co.*, 65 S. C. 332, 337, 43 S. E. 813, 815. Yet the courts have not changed their position. But no matter what the master's liability may be, the propriety of joining master and servant is still in question. The courts are squarely split. See *Alabama Southern Ry.* v. *Thompson*, 200 U. S. 206, 218. Some disallow joinder, even where both are liable in case. *Parsons* v. *Winchell*, 5 Cush. (Mass.) 592; *Warax* v. *Cincinnati, etc. R. Co.*, 72 Fed. 637. *Contra*, *Greenberg* v. *Whitcomb Lumber Co.*, 90 Wis. 225, 63 N. W. 93. For it is felt that only real actors can be joint tortfeasors. On the other hand, joinder was allowed by a court conceiving the master's imputed liability to lie in trespass. *Brokaw* v. *New Jersey R., etc. Co.*, *supra*. Where, as in the principal decision, the respective liabilities are in case and trespass, misjoinder is more arguable. The state code allowed all actions *ex delictu* to be joined, but did not abolish forms of action. Now the diverse liability implied by the diverse forms of action has been considered fatal to joinder of parties. *Gustafson* v. *Chicago, etc. Ry. Co.*, 128 Fed. 85; *Southern Ry. Co.* v. *Hanby*, 166 Ala. 641, 52 So. 334. But where the code abolished forms of action,